Commonwealth of Kentucky
FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES MANAGEMENT
DIVISION OF REAL PROPERTIES

PR-7
(Rev. 11/98)

INTERAGENCY LEASE

Lessor: (agency and division) Kentucky Community and Technical College System/ Elizabethtown Community and Technical College System		Lease No. IA-651
		Lessor Account No.
Lessee: (agency and division) Kentucky State Police		Lessee Account No.
Location of Property: (county) HARDIN		Date: July 13, 2021
(street) 302 Steel Drive	(city) Elizabethtown	County: Hardin
(zip code) 42701	Square Feet: 30,000	Annual Encumbrance: $-0-
Description of Property: X Privately-owned ☐ State-owned		Lease Number (if privately owned): PR-??

Type Space:
☐Warehouse ☐Office ☐Classroom X Other (specify):

To assist in providing streamlined services to the community, ECTC will make the Lucas parking lot available to KSP for their use in administering CDL testing from 8:00 AM to 4:00 PM, Monday through Friday.

Utilities Furnished by Lessor:
X None ☐Gas ☐Air Conditioning ☐Electric ☐Heat ☐Water ☐Janitor
☐ Parking _____ Number of Spaces
☐ Other (specify):

This agreement will commence on June 1, 2021 and will be effective until terminated by either agency by providing 30 days written notice to the Division of Real Properties and agency terminated.

The Lessee hereby agrees to pay at the rate of $ -0- per month for the above space. Payment will be accomplished by an inter-account bill quarterly.

Please sign in the appropriate area below

Lessor (Head of Agency): KCTCS/ECTCS 8.23.21	State Properties Branch:
Lessee (Head of Agency): C-1	Division of Real Properties:

Notice: All correspondence and inquiries regarding this agreement are to be directed to the State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, telephone (502) 564-2205.

Once this document has been fully executed, copies will be distributed as follows: Accounts, Real Properties, Lessor, and Agency.

Sublease Agreement

This Sublease Agreement is made by and between Elizabethtown Community and Technical College, an institution of the Kentucky Community and Technical College System (ECTC), and the Kentucky State Police (KSP), regarding KSP's use of Lucas Trucking parking lot at 302 Steele Drive, Elizabethtown, KY, leased by ECTC for CDL testing.

PERIOD OF CONTRACT AND EXTENSION
This Agreement will be for the period June 1, 2021 to June 30, 2022. The parties may agree in writing to extend this agreement for future periods of one year during the term of the lease of with Lucas Trucking.

SCOPE OF USE
To assist in providing streamlined services to the community, ECTC will make the Lucas parking lot available to KSP for their use in administering CDL testing from 8:00 AM to 4:00 PM, Monday through Friday. ECTC has appropriate permission from the parking lot owner to allow KSP's use in this manner.

FEE SCHEDULE
There shall be no fees associated with the use of the grounds. The mutual benefits of the arrangement are sufficient consideration for the parties.

GENERAL OPERATIONS PROVISIONS
1. KSP shall be responsible for their own operations and their own equipment to be used at the lot.

2. KSP shall be responsible for any unreasonable wear and tear and any damage done to the lot that occurs during their use. KSP will work directly with the owner of the lot regarding any damage caused by their use. ECTC will not be responsible for any costs related to damages caused by KSP use.

3. KSP shall be solely responsible for decisions regarding scheduling of their use and for notifying their clients of any schedule changes, cancellations, etc.

AMENDMENT CLAUSE
This Agreement can only be altered or amended in writing and with mutual consent of both parties

DISCRIMINATION PROHIBITED
Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended: American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully and promulgated under the laws.

CANCELLATION CLAUSE
Either party may cancel this Agreement without cause upon thirty (30) days' written notice to the other party. ECTC shall have the right to immediately cancel this Agreement and KSP's use of the grounds in the event KSP breaches any of the terms contained in this Agreement.

CHOICE OF LAW AND VENUE
This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Both parties agree that KSP and ECTC/KCTCS are public agencies that enjoy qualified immunity. Any litigation arising from the alleged breach of this Agreement and/or interpretation of the terms of this Agreement shall be brought in Franklin Circuit Court. Any negligence claims against either party are subject to the Kentucky Claims Commission pursuant to KRS Chapter 49. Further, all terms and conditions in this Agreement to the contrary notwithstanding, the parties understand and agree that state and federal laws governing the parties as public agencies shall prevail.